

This form is approved by the Illinois Supreme Court and must be accepted in all Illinois Courts.
Forms are free at ilcourts.info/forms.

STATE OF ILLINOIS, CIRCUIT COURT Lake _____ COUNTY		SUMMONS		<i>For Court Use Only</i> NOTICE PURSUANT TO LCR - 2-2.14 THIS CASE IS HEREBY SET FOR AN INITIAL CASE MANAGEMENT CONFERENCE IN COURTROOM _____ ON _____ AT _____ A.M./P. FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED. 2024LA00000555 Case Number
Instructions ▼ Enter above the county name where the case was filed. Enter your name as Plaintiff/Petitioner. Below "Defendants/ Respondents," enter the names of all people you are suing. Enter the Case Number given by the Circuit Clerk.	Travel Inns of America Inc. d/b/a Howard Johnson Plaintiff / Petitioner (First, middle, last name) v. Defendants / Respondents (First, middle, last name) Badger Mutual Insurance, a property & casualty insurer <input type="checkbox"/> Alias Summons (Check this box if this is not the 1 st Summons issued for this Defendant.)			

IMPORTANT: You have been sued.

- Read all documents attached to this Summons.
- You **MUST** file an official document with the court within the time stated on this Summons called an *Appearance* and a document called an *Answer/Response*. If you do not file an *Appearance* and *Answer/Response* on time, the judge may decide the case without hearing from you. This is called "default." As a result, you could lose the case.
- All documents referred to in this Summons can be found at ilcourts.info/forms. Other documents may be available from your local Circuit Court Clerk's office or website.
- After you fill out the necessary documents, you need to electronically file (e-file) them with the court. To e-file, you must create an account with an e-filing service provider. For more information, go to ilcourts.info/efiling. If you cannot e-file, you can get an exemption that allows you to file in-person or by mail.
- You may be charged filing fees, but if you cannot pay them, you can file an Application for Waiver of Court Fees.
- It is possible that the court will allow you to attend the first court date in this case in-person or remotely by video or phone. Contact the Circuit Court Clerk's office or visit the Court's website to find out whether this is possible and, if so, how to do this.
- Need help? Call or text Illinois Court Help at 833-411-1121 or go to ilcourthelp.gov for information about going to court, including how to fill out and file documents. You can also get free legal information and legal referrals at illinoislegalaid.org. All documents referred to in this Summons can be found at ilcourts.info/forms. Other documents may be available from your local Circuit Court Clerk's office or website.
- ¿Necesita ayuda? Llame o envíe un mensaje de texto a Illinois Court Help al 833-411-1121, o visite ilcourthelp.gov para obtener información sobre los casos de la corte y cómo completar y presentar formularios.

Plaintiff/Petitioner:

Do not use this form in these types of cases:

- | | | |
|----------------------|------------------------------|-------------------------------|
| • All criminal cases | • Order of protection | • Adult guardianship |
| • Eviction | • Paternity | • Detinue |
| • Small Claims | • Stalking no contact orders | • Foreclosure |
| • Divorce | • Civil no contact orders | • Administrative review cases |

For eviction, small claims, divorce, and orders of protection, use the forms available at ilcourts.info/forms. If your case is a detinue, visit illinoislegalaid.org for help.

If you are suing more than 1 Defendant/Respondent, attach an *Additional Defendant/Respondent Address and Service Information* form for **each** additional Defendant/Respondent.

EXHIBIT 1

Enter the Case Number given by the Circuit Clerk.

In **1a**, enter the name and address of the first Defendant/ Respondent you are serving. If you are serving a Registered Agent, include the Registered Agent's name and address here.

In **1b**, enter a second address for the first Defendant/ Respondent, if you have one.

In **1c**, check how you are sending your documents to this Defendant/ Respondent.

1. Defendant/Respondent's address and service information:

- a. Defendant/Respondent's primary address/information for service:

Name (First, Middle, Last): Badger Mutual Insurance,

Registered Agent's name, if any: _____

Street Address, Unit #: 1134 North 9th Street

City, State, ZIP: Milwaukee, WI 53233

Telephone: _____ Email: _____

- b. If you have more than one address where Defendant/Respondent might be found, list that here:

Name (First, Middle, Last): _____

Street Address, Unit #: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

- c. Method of service on Defendant/Respondent:

☒ Sheriff

☐ Sheriff outside Illinois: _____

County & State

☐ Special process server

☐ Licensed private detective

☐ **I am serving more than 1 Defendant/Respondent.**

I have attached _____ *Additional Defendant/Respondent Address*
Number
and Service Information forms.

2. Information about the lawsuit:

- a. Amount claimed: \$over \$50,000.00

- ☐ b. I am asking for the return of tangible personal property (items in the Defendant/Respondent's possession).

3. Contact information for the Plaintiff/Petitioner:

Name (First, Middle, Last): Ankur Shah

Street Address, Unit #: 3001 17th St.

City, State, ZIP: Metairie, LA 70002

Telephone: (504) 684-5200 Email: ashah@hstalaw.com

GETTING COURT DOCUMENTS BY EMAIL: You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

Important information for the person getting this form

You have been sued. Read all of the documents attached to this *Summons*. To participate in the case, you must follow the instructions listed below. If you do not, the court may decide the case without hearing from you and you could lose the case. *Appearance* and *Answer/Response* forms can be found at: ilcourts.info/forms.

Check **4a** or **4b**. If Defendant/Respondent only needs to file an *Appearance* and *Answer/Response* within 30 days, check box **4a**. Otherwise, if the clerk gives you a court date, check box **4b**.

4. Instructions for person receiving this Summons (Defendant):

- ☒ a. To respond to this *Summons*, you must file *Appearance* and *Answer/Response* forms with the court within 30 days after you have been served (*not counting the day of service*) by e-filing or at:

Address: Clerk of the Court - 18 N County St.

City, State, ZIP: Waukegan, IL 60085

In **4b**, fill out:

- The court date and time the clerk gave you.
- The courtroom and address of the court building.
- The call-in or video information for remote appearances (if applicable).
- The clerk's phone number and website.

All of this information is available from the Circuit Clerk.

In-person at:

OR

This is called a “Remote Appearance”):

Video conference log-in information (meeting ID, password, etc.)

at: _____ to find out more about how to do this.
Website

The Circuit Clerk will fill in this section.

Clerk of the Court: Chae Cartwright Weinsten GW



Note to officer or process server:

- Date of Service: _____
(Date to be entered by an officer or process server on the copy of this Summons left with the Defendant or other person.)

Forms are free at ilcourts.info/forms.

For Court Use Only

of this blank *Proof of Service* form for each Defendant/Respondent.**

First, Middle, Last

☐ I served the *Summons* and Complaint/Petition on the Defendant/Respondent

as follows:

First, Middle, Last

- ☐ Personally on the Defendant/Respondent:

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

☐ On someone else at the Defendant/Respondent's home who is at least 13 years old and is a family member or lives there:

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address, Unit#: _____

City, State, ZIP: _____

And left it with: _____

First, Middle, Last

☐ Male ☐ Female ☐ Non-Binary Approx. Age: _____ Race: _____

and by sending a copy to this defendant in a postage-paid, sealed envelope to the above address on this date: _____ .

☐ On the Corporation's agent, _____

First, Middle, Last

☐ Male ☒ Female ☐ Non-Binary Approx. Age: _____ Race: _____

On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.

Address: _____

City, State, ZIP: _____

☐ I was not able to serve the *Summons* and Complaint/Petition on Defendant/Respondent:

First, Middle, Last

I made the following attempts to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

1. On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.
Address: _____
City, State, ZIP: _____
Other information about service attempt: _____

2. On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.
Address: _____
City, State, ZIP: _____
Other information about service attempt: _____

3. On this date: _____ at this time: _____ ☐ a.m. ☐ p.m.
Address: _____
City, State, ZIP: _____
Other information about service attempt: _____

DO NOT complete this section. The sheriff or private process server will complete it.

If you are a special process server, sheriff outside Illinois, or licensed private detective, your signature certifies that everything on the *Proof of Service of Summons* is true and correct to the best of your knowledge. You understand that making a false statement on this form could be perjury.

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

By:

Signature by: ☐ Sheriff
☐ Sheriff outside Illinois:

County and State
☐ Special process server
☐ Licensed private
detective

FEES

Service and Return:	\$
Miles	\$
Total	\$

Print Name

If *Summons* is served by licensed private detective or private detective agency:

License Number: _____

7/25/2024 11:41 AM

ERIN CARTWRIGHT WEINSTEIN

Clerk of the Circuit Court

Lake County, Illinois

IN THE CIRCUIT COURT
FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

TRAVEL INNS OF AMERICA INC. d/b/a
HOWARD JOHNSON,

Plaintiff,

CASE NO.: 2024LA00000555

v.

BADGER MUTUAL INSURANCE,
A Property & Casualty
Insurer,

Defendant.

NOTICE

PURSUANT TO LCR - 2-2.14

THIS CASE IS HEREBY SET FOR AN INITIAL CASE MANAGEMENT CONFERENCE
IN COURTROOM _____ ON _____

AT _____ A.M./P.M.

FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR
AN ORDER OF DEFAULT BEING ENTERED.

COMPLAINT

PLAINTIFF TRAVEL INNS OF AMERICA INC. d/b/a HOWARD JOHNSON

("Plaintiff"), by and through undersigned counsel, and for the Complaint against Defendant,

BADGER MUTUAL INSURANCE ("Defendant"), states as follows:

1. Plaintiff TRAVEL INNS OF AMERICA INC. d/b/a HOWARD JOHNSON is an Illinois corporation and owner of property located at 619 S. Green Bay Rd., Waukegan, IL 60085.
2. Defendant BADGER MUTUAL INSURANCE ("Badger Mutual") is an insurance corporation engaged in the business of underwriting and issuing residential and commercial property and casualty insurance policies in the State of Illinois.

JURISDICTION AND VENUE

3. This Court has jurisdiction over Badger Mutual pursuant to Section 2-209 of the Illinois Code of Civil Procedure (735 ILCS § 5/2-209) because, Badger Mutual transacts business, committed the acts alleged, and contracted to insure a property located in Lake County, Illinois. Badger Mutual is licensed and authorized by the Illinois Department of

Insurance to conduct insurance business and does in fact conduct insurance business within the State of Illinois, including Lake County.

4. Venue is proper for this action under Sections 2-101 and 2-102 of the Illinois Code of Civil Procedure (735 ILCS §§ 5/2-101 & 5/2-102) because Badger Mutual conducts business in Lake County, has contracted to insure risks in Lake County, and committed the acts alleged in and related to a property located in Lake County.

FACTS

5. At all times relevant, Plaintiff owned property at 619 S. Green Bay Rd., Waukegan, IL 60085 (the “Property”).
6. Badger Mutual issued an insurance policy to Plaintiff (bearing policy number 00708-74903) (the “Policy”) with effective dates of March 30, 2022 to March 30, 2023, which covered liability, the dwelling, property, and other coverages. The Policy to the extent in the possession of the Plaintiff is attached as Exhibit A.
7. The Policy insured the property located at 619 S. Green Bay Rd., Waukegan, IL 60085 against direct physical loss of or damage to the Property unless otherwise excluded.
8. Loss caused by wind or hail is not excluded under the terms and conditions of the Policy and, as such, is a covered cause of loss under the Policy.
9. On or about July 22, 2022, while the Policy was in full force and effect, a hail and windstorm loss occurred at the Property including but not limited to damage to the roof and siding, gutter and soffits, vents, and other exterior and interior damage to the Property.
10. On or about March of 2023, Plaintiff filed a claim with Badger Mutual, who assigned claim number X001828459.

11. On or about March 28, 2023, Badger Mutual had an estimate performed of the damage to the Property and determined that the replacement cost value of damage from the storm was roughly \$20,069.46.
12. On or about April 25, 2023, Badger Mutual had another estimate performed of the damage to the Property and determined that the revised replacement cost value of damage from the storm was roughly \$22,305.66.
13. On or about September of 2023 Plaintiff hired Public Adjuster, John Gil.
14. On or about November 30, 2023 Plaintiff's Public Adjuster generated and submitted a report to Badger Mutual estimating damages from the hail and windstorm at the Property of \$305,492.64.
15. On December 5, 2023 and afterwards, the Defendant's adjuster and Plaintiff's public adjuster emailed one another regarding the claim including but not limited to Defendant indicating the public adjuster's submissions were under review, lack of availability of shingles on the Property's roof, and other aspects of the claim. Defendant's communications failed to include the mandatory language required by Illinois administrative regulations 50 Ill. Adm. Code. § 919.80(d)(8)(C) regarding the number of days the statute of limitations was tolled and/or the time to file suit.
16. The Defendant's estimated damages were grossly inadequate to cover the full extent of the property damage to the Property and to ensure proper compliance with applicable codes, statutes, and ordinances in effect and enforced by Lake County, Illinois.
17. Badger Mutual's failure to inform the insured of the number of days the statute of limitations was tolled and/or provide the insured or public adjuster with the date to file suit before July 22, 2024, and/or other conduct described, including but not limited to

notice as required by 50 Ill. Adm. Code § 919.80(d)(8)(C) constitutes waiver and/or estoppel from Defendant's ability to make any statute of limitations challenge to the present suit.

COUNT I – BREACH OF CONTRACT

18. Plaintiff repeats and realleges all paragraphs outside of this Count as though fully inserted in Count I of the Complaint.
19. The above referenced Policy constituted a valid and enforceable contract between Plaintiff and Defendant and was in effect at all relevant times mentioned in this Complaint.
20. Plaintiff has fully performed under the contract including but not limited to by paying all applicable premiums to Defendant.
21. Plaintiff has duly performed all post-loss conditions as required by the insurance policy, including giving prompt notice to Badger Mutual of the hail and windstorm loss; cooperating with Badger Mutual with its investigation of the claim; and filing suit against Badger Mutual.
22. Plaintiff has demanded that Badger Mutual compensate it for the losses as required by the terms and conditions of the subject policy of insurance.
23. Badger Mutual has refused to pay Plaintiff for the full amount in damages which they incurred, even though the cause of the loss and the damages are covered by the terms and conditions of the Policy issued by Badger Mutual. Defendant's failure and refusal to do so constitutes breach of the Policy.
24. Plaintiff's uncompensated damages are in excess of \$100,000.00.

25. This is an action based on a written instrument within the meaning of the Illinois Interest Act and, therefore, Plaintiff is entitled to prejudgment interest.

WHEREFORE, Plaintiff, TRAVEL INNS OF AMERICA INC. d/b/a HOWARD JOHNSON, hereby requests and prays that this Honorable Court find in their favor, and against Defendant, BADGER MUTUAL INSURANCE, and award damages in excess of \$100,000.00 plus prejudgment and post-judgment interest and costs, and for all other relief deemed just and proper.

COUNT II – VIOLATION OF SECTION 155 OF THE ILLINOIS INSURANCE CODE

26. Plaintiff repeats, reiterates, and re-alleges each allegation contained in the preceding paragraphs of the Complaint as if fully set forth in this Count.

27. At the time of loss, Badger Mutual's internal claim handling policies, practices, and procedures included compliance with Part 919 of the Illinois Administrative Code (50 IL ADC 919) and compliance with Section 154.5 and 154.6 of the Illinois Insurance Code (215 ILCS §§ 5/154.5 & 5/154.6).

28. Plaintiff is entitled to an award under Section 155 of the Illinois Insurance Code (215 ILCS § 5/155) by virtue of Badger Mutual engaging in the following vexatious and unreasonable conduct:

- a. Knowingly misrepresenting relevant facts or policy provisions;
- b. Failing to communicate promptly or regularly with Plaintiff and/or Plaintiff Public Adjuster;
- c. Forcing Plaintiff to litigate to obtain benefits;
- d. Failing to properly investigate or inspect Plaintiff's damages, and basing its denial on omitted and/or improper grounds;

- e. Failing to acknowledge with reasonable promptness communications with respect to claims arising under its policies in violation of 215 ILCS 5/154.6(b);
- f. Failing to adopt and implement reasonable standards for the prompt investigations and settlement of claims arising under its policies in violation of 215 ILCS 5/154.6(c);
- g. Not attempting in good faith to effectuate prompt, fair and equitable settlement of claims submitted in which liability has become reasonably clear in violation of 215 ICLS 5/154.6(d);
- h. Compelling policyholders to institute suits to recover amounts due under its policies by offering substantially less than the amounts ultimately recovered in suits brought by them in violation of 215 ILCS 5/154.6(e)
- i. Refusing to pay claims without conducting a reasonable investigation based on all available information in violation of 215 ILCS 5/154.6(h);
- j. Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed in violation of 215 ILCS 5/154.6(i);
- k. Failing in the case of the denial of a claim or the offer of a compromise settlement to promptly provide a reasonable and accurate explanation of the basis in the insurance policy or applicable law for such denial or compromise settlement in violation of 215 ILCS 5/154.6(n);
- l. Failing to provide forms necessary to present claims within 15 working days of a request with such explanations as are necessary to use them effectively in violation of 215 ILCS 5/154.6(o);

- m. Engaging in any other acts which are in substance equivalent to any of the foregoing in violation of 215 ILCS 5/154.6(s);
- n. Otherwise violating 215 ILCS 5/155.

WHEREFORE, Plaintiff, TRAVEL INNS OF AMERICA INC. d/b/a HOWARD JOHNSON prays for an award of attorney's fees and other taxable costs and applicable penalties under Section 155 of the Illinois Insurance Code in their favor and against Defendant, BADGER MUTUAL INSURANCE.

JURY DEMAND

Plaintiff respectfully demands a trial by jury for all issues so triable.

Respectfully submitted this 24th day of July, 2024:

HAIR SHUNNARAH TRIAL ATTORNEYS

/s/ Ankur Shah, Esq.
Ankur Shah (Bar No. 6295435)
3001 17th St.
Metairie , LA 70002
504-684-5200
ashah@hstalaw.com
Attorney for the Plaintiff



1134 N 9th Street Suite 150 • Milwaukee, WI 53233
800/837-7833

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
00708-74903	3/30/22 TO 3/30/23	62221 (262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

THE NAMED INSURED IS Corporation

COVERAGES

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS/POLICIES FOR WHICH A PREMIUM IS INDICATED.

COVERAGE PART/POLICY ATTACHED	PREMIUM
COMMERCIAL TERRORISM COVERAGE	\$0.00
COMMERCIAL PROPERTY COVERAGE	\$5,791.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$3,379.00
COMMERCIAL CYBER COVERAGE	\$67.00
COMMERCIAL WORKER'S COMPENSATION	\$5,940.00
COMMERCIAL UMBRELLA COVERAGE	\$1,684.00
COMMERCIAL CRIME COVERAGE	\$99.00
TOTAL ADVANCE PREMIUM	\$16,960.00

EXHIBIT A

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD	12:01 AM STANDARD TIME	AGENT'S NUMBER
00708-74903	3/30/22 TO 3/30/23	62221	(262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

SCHEDULE OF FORMS AND ENDORSEMENTS:

ENDORSEMENT NO	EDITION DATE	DESCRIPTION
8907	01-82	Miscellaneous Endorsement
CL 0100	03-99	Common Policy Conditions
CL 0120	10-08	Amendatory - IL
CL 0600	01-15	Certified Terrorism Loss
CL 0605	01-15	Certified Terrorism Loss
CL 0700	10-06	Virus/Bacteria Exclusion
CL 1045B	01-15	Discl Notice of Terrorism
CL 1650	06-06	Cond NBC Terror Exclusion
CL 1660	06-06	Cond NBC Terror Exclusion
CL-100	1.0	Common Policy Conditions
CL-300	1.0	Amendatory Endorsement-IL
CL-998	09-07	Amendatory Endorsement-IL
CP 0171	10-08	Exclusion - Water Damage
CP 0182	10-08	Amd Endorsement-IL
CP 0607	10-08	Water Backup and Overflow
CP 0640	07-03	Limited Fungus Cov-Prop
CP 0643	01-08	Excl-War/Military Action
CP-100	1.0	Comm Prop Cov Conditions
CP-12	1.0	Bldg & Pers Prop Cov Part
CP-138	1.0	Ord/Law Ext Incr Cst Cons
CP-70D	01-01	Bus Inc/Extra Exp 12-mo.
CP-85	1.0	Special Perils Part
CP-888	07-19	Property Enhancement End.
CP-998	10-99	Equipment Breakdown Cov.
CR 0100	06-99	Crime Coverage Conditions
CR 0308	06-99	Employee Dishonesty Cov
CR 0429	06-99	Amendatory End-IL
CU-100	02-95	Commercial Excess Liab
CU-110	02-95	IL Chgs-Cancel & Nonrenew
CU-117	02-95	Asbestos Exclusion
CU-125	02-95	Care,Cust or Control Excl
CU-129	02-95	Cross Suits Excl
CU-141	02-95	Liquor Law Liab Excl
CU-148	02-95	Owned Auto Excl
CU-151	02-95	Pollution Excl
CU-167	02-95	IL Amend End
CU-998	01-05	Excl: wet-dry rot/bact
CU-999	01-05	Lead Exclusion

Renewal Proof Dec

POLICY NUMBER

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3/30/22 TO 3/30/23

62221

(262) 242-1560

AGENT'S NAME

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DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

SCHEDULE OF FORMS AND ENDORSEMENTS:

ENDORSEMENT NO	EDITION DATE	DESCRIPTION
GL 0163	01-08	Excl-War/Military Action
GL 0209	10-05	Asbestos Exclusion
GL 0215	10-05	Silica Exclusion
GL 0250	01-15	Certified Terrorism Loss
GL 0348	06-02	Excl Wet/Dry Rot Fungi
GL 0439	10-08	Amendatory End - IL
GL 0904	10-08	Personal/Adv Injury Liab
GL 0940	07-09	Amend. End-Def Cost Reim.
GL 0950	05-00	Known Injury or Damage
GL 1020	09-09	Other Insurance Amendment
GL 1022	09-09	Info Dist/Rec Viol Excl
GL 1280	06-06	Conditional NBC Terror Ex
GL 1353	09-14	DATA BREACH EXCLUSION
GL BM 99	11-21	Biometrics Exclusion
GL-100	1.0	Commercial Liability Cov
GL-108	01-87	ADDITIONAL INSURED
GL-109	05-88	Additional Ins-Landlord
GL-224	1.0	Liab Cov-Designated Prem
GL-502E	07-18	Excl-Pers and Ad Injury
GL-890	1.0	Lead Liability Exclusion
GL-894	1.1	Punitive Damages Excl-IL
GL-900	10-15	Cyber Liability Insurance

ADDITIONAL INSURED(S)

AI#	INTEREST	NAME AND ADDRESS
1	GL-108	Howard Johnson International Inc See 8907 22 Sylvan Way Parsippany NJ 07054-3801
2	GL-109	Waukegan 2929 LLC 3008 Belvidere Rd Waukegan IL 60085-6014

DATE 2/08/22

Renewal Proof Dec

POLICY NUMBER

POLICY PERIOD 12:01 AM STANDARD TIME

AGENT'S NUMBER

00708-74903

3/30/22 TO 3/30/23

62221

(262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

LOCATION ADDRESS (ES)

LOCATION 001
619 South Green Bay Road
Lake County
Waukegan IL 60085

COVERAGES

ITEM	LOC	BLDG	CLASS	PROT	COUNTY	CONST	DED	REPLACEMENT
NUM	NUM	NUM	CODE	CLASS		CODE	AMT	COST
1	001	001	20330	03	970	MN	\$2,500	YES
Building - Hotel								
Including Ordinance Or Law								
Including Equipment Breakdown								

LIMIT: \$2,336,256

COINSURANCE: 80.00%

COVERAGE DESCRIPTION	RATE	PREMIUM
500 Building - Fire/Lightning		\$2,534.00
501 Building - Extended Coverage		\$1,185.00
506 Building - Special Perils		\$770.00

Renewal Proof Dec

POLICY NUMBER POLICY PERIOD 12:01 AM STANDARD TIME AGENT'S NUMBER

00708-74903 3/30/22 TO 3/30/23 62221 (262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

ITEM NUM	LOC NUM	BLDG NUM	CLASS CODE	PROT CLASS	COUNTY	CONST CODE	DED AMT	REPLACEMENT COST
2	001	001	20330	03	970	MN	\$2,500	YES
Personal Property - Hotel								

LIMIT: \$75,000

COINSURANCE: 80.00%

COVERAGE DESCRIPTION	RATE	PREMIUM
510 Personal Property - Fire/Lightning		\$122.00
511 Personal Property - Extended Coverage		\$38.00
516 Personal Property - Special Perils		\$270.00

ITEM NUM	LOC NUM	BLDG NUM	CLASS CODE	PROT CLASS	COUNTY	CONST CODE	DED AMT	REPLACEMENT COST
3	001	001	20330	03	970	MN		NO
Income - ALS Actual Loss Sustained Twelve Months								

LIMIT: SEE ABOVE

COINSURANCE: 100.00%

COVERAGE DESCRIPTION	RATE	PREMIUM
600 Bus Income ALS - Fire/Lightning		\$66.00
601 Bus Income ALS - Extended Coverage		\$42.00
606 Bus Income ALS - Special Perils		\$29.00

Renewal Proof Dec

POLICY NUMBER

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AGENT'S NUMBER

00708-74903

3/30/22 TO 3/30/23

62221

(262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

ITEM	LOC	BLDG	CLASS	PROT	COUNTY	CONST	DED	REPLACEMENT
NUM	NUM	NUM	CODE	CLASS		CODE	AMT	COST
4	001	001	20330	03	970	MN	\$2,500	YES
Ordinance Or Law - Increased Debris Removal - Demolition Of Undamaged Portion								

LIMIT: \$125,000

COINSURANCE: 80.00%

COVERAGE DESCRIPTION	RATE	PREMIUM
590 All Other - Fire/Lightning		\$134.00
591 All Other - Extended Coverage		\$56.00
596 All Other - Special Perils		\$50.00

ITEM	LOC	BLDG	CLASS	PROT	COUNTY	CONST	DED	REPLACEMENT
NUM	NUM	NUM	CODE	CLASS		CODE	AMT	COST
5	001	001	20330	03	970	MN	\$2,500	YES
Ordinance Or Law - Increased Cost Of Construction								

LIMIT: \$125,000

COINSURANCE: 80.00%

COVERAGE DESCRIPTION	RATE	PREMIUM
590 All Other - Fire/Lightning		\$134.00
591 All Other - Extended Coverage		\$56.00
596 All Other - Special Perils		\$50.00

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
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00708-74903	3/30/22 TO 3/30/23	62221 (262) 242-1560
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AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

ITEM NUM	LOC NUM	BLDG NUM	CLASS CODE	PROT CLASS	COUNTY	CONST CODE	DED AMT	REPLACEMENT COST
14	001	001	20330	03	970	MN	\$2,500	NO
Sewer Backup								

LIMIT: \$10,000

COINSURANCE: FLAT

COVERAGE DESCRIPTION	RATE	PREMIUM
599 All Other - All Other		\$105.00

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

LOC	BLDG	ITEM	NUMBER	DATE	DESCRIPTION	PREMIUM
001	001	1	CP-111	1.0	Automatic Increase	
48						
001	001	1	CP-888	07-19	Property Enhancement End.	\$150.00
This endorsement is an extension of the property section of this policy						
TOTAL ADVANCE PREMIUM						\$5,791.00

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
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00708-74903	3/30/22 TO 3/30/23	62221 (262) 242-1560
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AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

COVERAGE DESCRIPTION: GL-100

GENERAL AGGREGATE LIMIT.....\$ 2,000,000

THE MAXIMUM WE WILL PAY FOR ALL DAMAGES
DURING THE POLICY PERIOD, REGARDLESS OF
THE NUMBER OF OCCURRENCES.

PREMIUM:

BODILY INJURY/PROPERTY DAMAGE EACH OCCURRENCE LIMIT.....\$ 1,000,000	\$ 2,825.00
MEDICAL PAYMENTS LIMIT.....\$ 1,000 per person	\$ INCLUDED
PRODUCTS/COMPLETED WORK AGGREGATE LIMIT.....\$ 1,000,000	\$ 183.00
FIRE LEGAL LIABILITY LIMIT.....\$ 100,000	\$ 33.00
PERSONAL & ADVERTISING INJURY LIMIT.....\$ 1,000,000	\$ 284.00
NON-OWNED AUTO LIABILITY LIMIT.....\$ 1,000,000	\$ 27.00
HIRED AUTO LIABILITY LIMIT.....\$ 1,000,000	\$ 27.00

THIS POLICY DOES PROVIDE COVERAGE FOR PRODUCTS/COMPLETED WORK, SUBJECT
TO THE SPECIFIC PRODUCTS/COMPLETED WORK AGGREGATE LIMIT STATED ABOVE

DEPOSIT PREMIUM.....\$ 3,379.00

SEE NEXT PAGE(S) FOR SCHEDULE OF LIABILITY HAZARDS

Renewal Proof Dec

POLICY NUMBER

POLICY PERIOD 12:01 AM STANDARD TIME

AGENT'S NUMBER

00708-74903

3/30/22 TO 3/30/23

62221

(262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

LOCATION ADDRESS(ES)

LOCATION 001
619 South Green Bay Road
Lake County
Waukegan IL 60085

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
6	001	979	03500	84	
Hotels - Without Swimming Pools Lakes Or Bathing Beaches					

SUBLINE: 004

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB 1,000,000 PER OCC.		\$2,825.00
MED PAYMENT	1,000 PER PERS	\$0.00

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
7	001	979	97400	25	
Products - Vending Machines - Confection Food Beverage Or Ice					

SUBLINE: 006

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB 1,000,000 PER OCC.		\$183.00

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
8	001	979	30630	1	
Fire Legal Liability					

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
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00708-74903	3/30/22 TO 3/30/23	62221	(262) 242-1560
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AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

SUBLINE: 004

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB	100,000 PER OCC.	\$33.00

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
9	001	979	99901	1	
Non-Owned Auto					

SUBLINE: 050

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB	1,000,000 PER OCC.	\$27.00

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
10	001	979	99901	1	
Hired Auto					

SUBLINE: 050

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB	1,000,000 PER OCC.	\$27.00

ITEM	LOC	COUNTY	CLASS	EXPOSURE	PROPERTY DAMAGE DED PER CLAI
11	001	979	30650	1	
Personal Injury Applies To This Policy					

SUBLINE: 004

COVERAGE	LIMITS	PREMIUM
SNGL LMT LIAB	1,000,000 PER OCC.	\$284.00

TOTAL ADVANCE PREMIUM	\$3,379.00
	=====

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
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00708-74903	3/30/22 TO 3/30/23	62221 (262) 242-1560
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AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

ITEM	LOC	COUNTY	CLASS	TERR
12	001	979	99994	00000
Cyber Liability				

COVERAGE DESCRIPTION	LIMITS	PREMIUM
CYBER LIABILITY	50,000	\$67.00

TOTAL ADVANCE PREMIUM		\$67.00
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ANY DEFENSE COSTS WE PAY ARE INCLUDED IN THE SCHEDULE OF LIMITS. SUCH LIMITS OF INSURANCE ARE IN ADDITION TO, AND WILL NOT ERODE, THE LIMITS OF INSURANCE PROVIDED ELSEWHERE IN THE POLICY. ANY DEFENSE COSTS WE PAY ARE INCLUDED WITHIN, AND MAY COMPLETELY EXHAUST, THE CYBER LIABILITY LIMITS OF INSURANCE.

Renewal Proof Dec

POLICY NUMBER

POLICY PERIOD 12:01 AM STANDARD TIME

AGENT'S NUMBER

00708-74903F

3/30/22 TO 3/30/23

62221

(262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

LOCATION ADDRESS (ES)

LOCATION 001
619 South Green Bay Road
Lake County
Waukegan IL 60085

FEDERAL ID NUMBER: 363903337 LEGAL STATUS: Corporation

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THIS POLICY APPLIES TO THE
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
IL

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN
EACH STATE LISTED ABOVE. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:
BODILY INJURY BY ACCIDENT \$500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE \$500,000 EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES,
IF ANY, LISTED HERE:

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES,
CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS
SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

ITEM	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATE/ \$100	ESTIMATED ANN. PREMIU
0016	HOTEL-ALL OTHER EMPLOYEES	9052	246,688	2.4800	\$6,118.00

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
00708-74903F	3/30/22 TO 3/30/23	62221 (262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

TOTAL ITEM PREMIUM....			\$6,118.00
Workers' Comp-Coverage -B-	9807	.0110	\$67.00
Increased Limit Minimum Premium	9848		\$33.00
Minimum Premium	0990		
Expense Constant	0900		\$160.00
Experience Modification	9898	.9200	\$497.00
TOTAL ESTIMATED ANNUAL PREMIUM....			\$5,881.00
ANNUAL MINIMUM PREMIUM....			\$1,004.00
ILLINOIS INDUSTRIAL COMMISSION OPERATIONS FUND SURCHARGE....			\$59.00
TOTAL....			\$5,940.00

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

LOC	BLDG	ITEM	NUMBER	DATE	DESCRIPTION	PREMIUM
999	16	WC000000C	01-15	Work Comp/Employer Liab		
999	16	WC000403	04-84	Experience Rating Mod		
999	16	WC000414A	01-19	Change in Ownership		
999	16	WC000419	01-01	Premium Due Date Endt		
999	16	WC000421E	01-21	Dom Terrorism/Earthquakes		
999	16	WC000422C	01-21	Foreign Terrorism Premium		
999	16	WC000424	01-17	Audit Noncompliance Charg		
999	16	WC000425	05-17	Experience Rating Mod Rev		
999	16	WC120306A	07-11	IL Employers Liab. Ins.		
999	16	WC120601F	01-19	Illinois Amendatory End		
999	16	WC120603	01-19	Illinois Renewal End		

Renewal Proof Dec

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME	AGENT'S NUMBER
00708-74903	3/30/22 TO 3/30/23	62221 (262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

COVERAGES

ITEM	LOC	COUNTY	CLASS	TERR	EXPOSURE
13	001	979	99999	00009	\$1

COVERAGE DESCRIPTION

LIMITS

COMBINED POLICY AGGREGATE LIMIT	\$3,000,000
COMBINED SINGLE LIMIT - EACH OCCURRENCE	\$3,000,000
SELF-INSURED RETENTION	\$10,000

TOTAL ADVANCE PREMIUM	\$1,684.00
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SCHEDULE OF UNDERLYING INSURANCE

TYPE OF INSURANCE	COMPANY	POLICY NUMBER	POLICY PERIOD
GENERAL LIABILITY	BADGER MUTUAL	0070874903	3/30/22 3/30/23
Includes hired and non-owned auto			
LIMITS OF LIABILITY:		OCCURRENCE	AGGREGATE
		\$1,000,000	\$2,000,000
EMPLOYERS LIABILITY	BADGER MUTUAL	00708-74903	3/30/22 3/30/23
LIMITS OF LIABILITY:		BODILY INJURY EACH ACCIDENT	BODILY INJURY BY DISEASE POLICY LIMIT
		\$500,000	\$500,000
			BODILY INJUR BY DISEASE EACH EMPLOYE
			\$500,000



1134 N 9th Street Suite 150 • Milwaukee, WI 53233
800/837-7833

Crime

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Renewal Proof Dec

POLICY NUMBER POLICY PERIOD 12:01 AM STANDARD TIME AGENT'S NUMBER

00708-74903 3/30/22 TO 3/30/23 62221 (262) 242-1560

AGENT'S NAME

Travel Inns Of America Inc
DBA Howard Johnson
619 S Green Bay Rd
Waukegan IL 60085-7006

Reuter & Associates Inc
118 N Main St
Thiensville WI 53092-5309

LOCATION ADDRESS(ES)

LOCATION 001
619 South Green Bay Road
Lake County
Waukegan IL 60085

COVERAGES

ITEM	LOC	COUNTY	CLASS	DED AMT
15	001	970	20500	\$500
EMPLOYEE DISHONESTY				

COVERAGE DESCRIPTION	LIMIT	PREMIUM
905 Crime	\$5,000	\$99.00

TOTAL ADVANCE PREMIUM \$99.00

BADGER MUTUAL INSURANCE COMPANY

CP-85 Ed. 1.0

SPECIALS PERILS PART**ADDITIONAL DEFINITIONS**

1. **Sinkhole Collapse** -- This means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
2. **Specified Perils** -- This means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; **sinkhole collapse**; smoke; sonic boom; vandalism; vehicles; **volcanic action**; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to personal property in the open or to the interior of buildings or structures or personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

3. **Volcanic Action** -- This means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PERILS COVERED

When "Special Perils" is shown on the **declarations**, **we** cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. **We** do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Ordinance or Law** -- **We** do not cover loss or increased cost caused by enforcement of any

code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

- b. **Earth Movement or Volcanic Eruption** -- **We** do not cover loss caused by any earth movement (other than **sinkhole collapse**) or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

We cover direct physical loss by fire, explosion, or **volcanic action** resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168 hour period shall be considered a single loss.

- c. **Civil Authority** -- **We** do not cover loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

We cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this policy.

- d. **Nuclear Hazard** -- **We** do not cover loss caused by a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to or aggravated by a covered peril; and whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct physical loss by fire resulting from the nuclear hazard is covered.

- e. **Utility Failure** -- **We** do not cover loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

We cover the direct physical loss by a covered peril which occurs on the described premises as a result of any power interruption.

BADGER MUTUAL INSURANCE COMPANY

- f. **War -- We** do not cover loss caused by war.

This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon, even if it is accidental.

- g. **Water -- We** do not cover loss caused by water.

This means:

- 1) flood, surface water, waves, tidal water, or the overflow of a body of water. This includes spray that results from these whether driven by wind or not;
- 2) water that backs up through a sewer or drain; and
- 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

If fire, explosion, or sprinkler leakage results, **we** do cover the resulting loss.

2. **We** do not pay for loss if one or more of the following exclusions apply to the loss:

- a. **Animals -- We** do not cover loss caused by animals, including birds, insects, or vermin. **We** cover any resulting loss caused by a **specified peril** or breakage of building glass.
- b. **Collapse -- We** do not cover loss caused by collapse, except as provided in the Additional Coverage for Collapse. If loss caused by a covered peril results at the described premises, **we** pay for that resulting loss.
- c. **Contamination or Deterioration -- We** do not cover loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust or any quality, fault, or weakness in property that causes it to damage or destroy itself. **We** cover any resulting loss caused by a **specified peril** or breakage of building glass.
- d. **Criminal, Fraudulent, or Dishonest Acts -- We** do not cover loss caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
 - 1) **you**;

- 2) others who have an interest in the property;
- 3) others to whom **you** entrust the property;
- 4) **your** partners, officers, directors, trustees, joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

- e. **Defects, Errors, and Omissions -- We** do not cover loss which results from one or more of the following;

- 1) an act, error, or omission (negligent or not) relating to:
 - a) land use;
 - b) the design, specification, construction, workmanship, installation, or maintenance of property;
 - c) planning, zoning, development, siting, surveying, grading, or compaction; or
 - d) maintenance of property (including land, structures, or improvements);
 whether on or off the described premises;
- 2) a defect, a weakness, the inadequacy, a fault, or unsoundness in materials used in construction or repair, whether on or off the described premises;
- 3) the cost to make good an error in design; or
- 4) a data processing error or omission in programming or giving improper instructions.

In addition, **we** do not cover loss to Business Personal Property caused by deficiency or defects in design, specifications, materials, or workmanship, or caused by latent or inherent defects.

We cover any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

- f. **Electrical Currents -- We** do not cover loss caused by arcing or by electrical currents other than lightning. If a fire results, **we** cover only the loss caused by fire.
- g. **Explosion -- We** do not cover loss caused by explosion of steam boilers, steam pipes, steam turbines, or steam engines that **you** own or lease or that are operated under **your** control. If a fire or combustion explosion results, **we** cover the resulting loss. **We** also cover loss caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

BADGER MUTUAL INSURANCE COMPANY

- h. **Freezing -- We** do not cover loss caused by water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air-conditioning systems or appliances (other than fire protective systems) as a result of freezing. This does not apply if **you** use reasonable care to maintain heat in the building or structure; or **you** drain the equipment and turn off the supply if the heat is not maintained.
- i. **Increased Hazard -- We** do not cover loss occurring while the hazard has been materially increased by any means within **your** knowledge or **your** control.
- j. **Loss of Use -- We** do not cover loss caused by loss of use, business interruption, delay, or loss of market.
- k. **Mechanical Breakdown -- We** do not cover loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. **We** cover any resulting loss caused by a **specified peril**, breakage of building glass, or elevator collision.
- l. **Neglect -- We** do not cover loss caused by **your** neglect to use all reasonable means to save covered property at and after the time of loss.

We do not cover loss caused by **your** neglect to use all reasonable means to save and preserve covered property when endangered by a covered peril.
- m. **Pollutants -- We** do not cover loss caused by release, discharge, seepage, migration, dispersal, or escape of **pollutants** unless the release, discharge, seepage, migration, dispersal, or escape is caused by a **specified peril**. **We** cover any resulting loss caused by a **specified peril**.
- n. **Seepage -- We** do not cover loss caused by continuous or repeated seepage or leakage of water or steam that occurs over a period of 14 days or more.
- o. **Settling, Cracking, Shrinking, Bulging, or Expanding -- We** do not cover loss caused by settling, cracking, shrinking, bulging, or expanding of pavements, footings, foundations, walls, ceilings, or roofs. **We** cover any resulting loss caused by a **specified peril** or breakage of building glass.
- p. **Smog, Smoke, Vapor, or Gas -- We** do not cover loss caused by smog, smoke, vapor, or gas from agricultural smudging or industrial operations.
- q. **Temperature/Humidity -- We** do not cover loss to personal property caused by dampness, dryness, or changes in or extremes of temperature. **We** cover any resulting loss caused by **specified perils** or breakage of building glass.
- r. **Voluntary Parting -- We** do not cover loss caused by voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- s. **Wear and Tear -- We** do not cover loss caused by wear and tear, marring, or scratching. **We** cover any resulting loss caused by a **specified peril** or breakage of building glass.
- t. **Weather -- We** do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. above.

We cover any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

ADDITIONAL PROPERTY EXCLUDED AND LIMITATIONS

1. **Animals -- We** do not cover loss to animals, including birds and fish, except death or destruction of animals caused by **specified perils** or breakage of building glass.
2. **Boilers -- We** do not cover loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment. **We** do cover loss to such equipment caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

We do not cover loss to hot water boilers or heaters caused by any condition or occurrence within such equipment other than explosion. This exclusion includes bursting, cracking, exploding, or rupturing.
3. **Building Materials -- We** do not cover loss to building materials and supplies that are not attached to buildings or structures, unless held for sale by **you**, caused by theft.

We cover loss caused by looting and pillaging at the time and place of a riot or civil commotion.
4. **Furs -- We** do not cover furs or fur garments for loss by theft for more than \$2,500 total in any one occurrence.
5. **Glass Breakage -- We** do not cover building glass breakage loss for more than \$100 for any plate, pane, multiple plate insulating unit, heating pane, jalousie, louver, or shutter, or more than \$500 in any one occurrence. These **limits** do not apply to loss by **specified perils** other than vandalism.

BADGER MUTUAL INSURANCE COMPANY

6. **Glassware/Fragile Articles -- We** do not cover breakage of fragile articles such as glassware, statuary, porcelains, and bric-a-brac, except as a result of **specified perils** or breakage of building glass. This does not apply to glass that is a part of a building or structure; bottles or other containers held for sale; or lenses of photographic and scientific instruments.
7. **Gutters and Downspouts -- We** do not cover loss to gutters and downspouts caused by the weight of ice, sleet, or snow.
8. **Interior of Buildings -- We** do not cover loss to the interior of buildings or structures or to personal property in the buildings or structures caused by rain, snow, sleet, ice, sand, or dust, unless:
 - a. entering through openings made by a **specified peril**; or
 - b. the loss is caused by the thawing of snow, sleet, or ice on the building or structure.
9. **Jewelry, Watches, Jewels, Pearls, Precious Stones, and Metals -- We** do not cover more than \$2,500 total in any one occurrence for loss by theft of jewelry; watches; watch movements; jewels; pearls; precious or semi-precious stones; gold, silver, or other precious metals; or items consisting primarily of precious metals. This limitation does not apply to items of jewelry or watches worth \$100 or less.
10. **Machinery, Tools, and Equipment -- We** do not cover builders' machinery, tools, and equipment owned by **you** or in **your** care, while away from the described premises except as a result of **specified perils** or breakage of building glass.
11. **Missing Property -- We** do not cover missing property where the only proof of loss is unexplained or mysterious disappearance, or shortage discovered on taking inventory, or other instance where there is no physical evidence to show what happened to the property.
12. **Patterns, Dies, Molds, Models, and Forms -- We** do not cover more than \$2,500 total in one occurrence for loss by theft to patterns, dies, molds, models, or forms.
13. **Personal Property in the Open -- We** do not cover loss to personal property in the open caused by rain, snow, ice, or sleet.
14. **Stamps, Tickets, Letters of Credit -- We** do not cover more than \$250 total in any one occurrence for loss by theft to stamps, tickets (including lottery tickets held for sale), or letters of credit.
15. **Transferred Property -- We** do not cover loss to property that has been transferred to a person or to

a place away from the described premises on the basis of unauthorized instructions.

16. **Valuable Papers and Records -- We** do not cover loss to valuable papers or records except by **specified perils** or breakage of building glass. This applies to account books, bills, card index systems, electronic data processing media and the information on such media, deeds, drawings, evidence of debt, manuscripts, and other records.

ADDITIONAL COVERAGES

1. **Collapse -- We** pay for loss caused by direct physical loss involving collapse of a building or structure or any part of a building or structure caused only by one or more of the following:
 - a. **specified perils**; all only as covered in the Commercial Property Coverage;
 - b. hidden decay;
 - c. hidden insect or vermin damage;
 - d. weight of people or business personal property;
 - e. weight of rain that collects on a roof; or
 - f. the use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.

If otherwise covered under the Commercial Property Coverage, under items a. through f. above, **we** do not pay for loss to the following types of property unless the loss is a direct result of the collapse of a building or structure:

outdoor radio, television, satellite, dish-type, or other antennas including their masts, towers, and lead-in wiring; outdoor awnings or canopies or their supports; fences; gutters and downspouts; yard fixtures; outdoor swimming pools; piers, wharves, and docks; beach or diving platforms or appurtenances; retaining walls; foundations; walks, roadways, and other paved surfaces.

Collapse does not include settling, cracking, shrinking, bulging, or expanding.

This does not increase the **limit**.

2. **Tearing Out and Replacing --** When loss caused by:
 - a. water;
 - b. other liquids;
 - c. powder; or
 - d. molten material

is covered, **we** also pay the cost of tearing out and replacing any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We do not pay for damage to the system or appliance from which the water or other substance escapes. However, **we** pay the cost to repair or

replace damaged parts of fire extinguishing equipment if the damage results in discharge of any substance from an automatic fire protection system; or is directly caused by freezing.

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BUILDING AND PERSONAL PROPERTY COVERAGE PART

We cover direct physical loss to covered property at the premises described on the **declarations** caused by a covered peril.

PROPERTY COVERED

We cover the following types of property for which a **limit** is shown on the **declarations**.

BUILDING PROPERTY

This means buildings and structures described on the **declarations**, including:

1. completed additions;
2. fixtures, machinery, and equipment which are a permanent part of the described building or structure;
3. outdoor fixtures;
4. personal property owned by **you** and used to maintain or service the described building or structure or its premises, including air-conditioning equipment; fire extinguishing apparatus; floor coverings; and appliances for refrigerating, cooking, dish washing, and laundering;
5. if not covered by other insurance;
 - a. additions under construction, alterations, and repairs to the building or structure; and
 - b. materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations, or repairs to the building or structure.

BUSINESS PERSONAL PROPERTY

This means **your** business personal property in the buildings and structures described on the **declarations** or in the open (or in vehicles) on or within 100 feet of the described premises. Unless otherwise specified on the **declarations**, this includes:

1. **your** interest in personal property of others to the extent of **your** labor, material, and services;
2. **your** use interest as tenant in improvements to the described building or structure. Improvements are fixtures, alterations, installations, or additions:
 - a. to a building or structure **you** occupy but do not own; and
 - b. made or acquired at **your** expense and which cannot be legally removed by **you**; and

3. leased personal property which **you** have a contractual responsibility to insure, unless otherwise insured by the Commercial Property Coverage under Personal Property of Others.

PERSONAL PROPERTY OF OTHERS

This means personal property of others:

1. that is in **your** care, custody, or control; and
2. located in the buildings and structures described on the **declarations** or in the open (or in vehicles) on or within 100 feet of the described premises.

However, **our** payment for loss to personal property of others is only for the benefit of the owners of the personal property.

PROPERTY EXCLUDED AND LIMITATIONS

1. **Animals -- We** do not cover animals, including birds and fish, unless owned by others and boarded by **you**. **We** do cover animals **you** own and hold for sale.
2. **Antennas, Awnings, Canopies, Fences, and Signs --** Except as provided under Supplemental Coverages, **we** do not cover outdoor:
 - a. radio, television, satellite, dish-type, or other antennas including their masts, towers, and lead-in wiring;
 - b. awnings or canopies of fabric or slat construction or their supports;
 - c. fences; or
 - d. signs, other than signs attached to buildings.
3. **Contraband -- We** do not cover contraband or property in the course of illegal transportation or trade.
4. **Foundations, Retaining Walls, Piling, Piers, Wharves, or Docks -- We** do not cover foundations which are below the lowest basement floor or below ground level if there is no basement; retaining walls that are not part of buildings or structures; or pilings, piers, wharves, or docks.
5. **Land; Water; Growing Crops or Lawns; Cost of Excavation, Grading, or Filling; Paved Surfaces; or Underground Pipes, Flues, or Drains -- We** do not cover:
 - a. land, including land on which the property is located;
 - b. underground or surface water;

- c. growing crops or lawns;
 - d. cost of excavations, grading, or filling;
 - e. paved outdoor surfaces, including driveways, parking lots, roads, bridges, and walks; or
 - f. underground pipes, flues, and drains.
6. **Money and Securities -- We** do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
7. **Property More Specifically Insured -- We** do not cover property which is more specifically insured in whole or in part by any other insurance. **We** do cover the amount in excess of the amount due from the more specific insurance.
8. **Trees, Shrubs, and Plants --** Except as provided under Supplemental Coverages, **we** do not cover trees; shrubs; plants; and grain, hay, straw, or other crops, when outdoors. However, **we** do cover trees, shrubs, and plants **you** own and hold for sale.
9. **Valuable Papers and Records -- Research Cost--** Except as provided under Supplemental Coverages, **we** do not cover the cost to research, replace, or restore the information on valuable papers and records, including those which exist on electronic or magnetic media.
10. **Vehicles, Aircraft, and Watercraft -- We** do not cover vehicles or self-propelled machines (including aircraft or watercraft and their motors, equipment, and accessories) that are:
- a. required to be licensed for use on public roads; or
 - b. operated principally away from the described premises.

We do cover vehicles or self-propelled machines **you** manufacture, process, warehouse, or hold for sale. However, this does not include autos **you** hold for sale. **We** also cover rowboats or canoes out of water at the described premises.

ADDITIONAL COVERAGES

1. **Debris Removal -- We** cover the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
- a. extract **pollutants** from land or water; or
 - b. remove, restore, or replace polluted land or water.

We do not pay any more under this coverage than 25 percent of the amount **we** pay for the direct

physical loss. **We** do not pay more for loss to property and debris removal combined than the **limit** for the damaged property.

However, **we** pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25 percent of the amount **we** pay for direct physical loss or when the loss to property and debris removal combined exceeds the **limit** for the damaged property.

We do not pay any expenses unless they are reported to **us** in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal -- We** cover loss to covered property while moved or being moved from the described premises for preservation from loss caused by a covered peril. **We** pay for any direct physical loss to that property. This coverage applies for up to 10 days after the property is first moved. This does not increase the **limit**.
3. **Fire Department Service Charges -- We** pay up to \$1,000 to cover **your** liability, assumed by contract or agreement prior to the loss, for fire department service charges.

This coverage is limited to charges incurred when the fire department is called to save or protect covered property from a covered peril.

No deductible applies.

This is an additional **limit**.

4. **Pollutant Clean Up and Removal -- We** pay **your** expense to extract **pollutants** from land or water at the described premises if the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by a covered peril that occurs during the policy period.

We pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of **pollutants** only when the expense of extracting the **pollutants** is covered by this Additional Coverage.

The most **we** pay for each described premises is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy. The expenses are paid only if they are reported to **us** in writing within 180 days from the date the covered peril occurs.

This is an additional **limit**.

PERILS COVERED

See the applicable Perils Part shown on the **declarations**.

SUPPLEMENTAL COVERAGES

If a Coinsurance percentage of 80% or more is shown on the **declarations**, we provide the following supplemental coverages.

Unless otherwise stated, each supplemental coverage:

- a. applies for loss caused by a covered peril;
 - b. applies to property in or on buildings or structures described on the **declarations** or in the open (or in vehicles) within 100 feet of the described premises;
 - c. is an additional amount of coverage; and
 - d. is not subject to and not considered in applying coinsurance.
1. The following supplemental coverages apply when a **limit** is shown on the **declarations** for either Building Property or Business Personal Property.

a. **Antennas, Awnings, Canopies, Fences, and Signs -- We** pay up to \$1,000 for your outdoor:

- 1) radio, television, satellite, dish-type, or other antennas including their masts, towers, and lead-in wiring;
- 2) awnings or canopies of fabric or slat construction or their supports;
- 3) fences; or
- 4) signs.

We only cover direct physical loss caused by aircraft, civil commotion, explosion, fire, lightning, or riot, including debris removal expense.

- b. **Property Off Premises -- We** pay up to \$5,000 for covered property while temporarily at a location that **you** do not own, control, rent, or lease.

This coverage does not include property:

- 1) in or on a vehicle;
- 2) in the care, custody, or control of **your** salesperson; or
- 3) at any fair or exhibition.

2. The following supplemental coverages apply only when a **limit** is shown on the **declarations** for Building Property.

- a. **Increased Costs -- Ordinance or Law -- We** pay up to \$5,000 for each described premises to cover the increased costs of a covered loss, including debris removal expense, resulting from the enforcement of any ordinance, law, or decree that regulates or requires:

- 1) the construction, use, or repair of any property; or
- 2) the demolition of any property, in part or in whole, not damaged by a covered peril.

The ordinance, law, or decree must be in force at the time of loss.

Under Perils Excluded, Ordinance or Law does not apply to this Supplemental Coverage.

- b. **Newly Acquired Buildings -- We** cover **your** buildings or structures being built or that **you** acquire during the policy period.

This coverage applies for 30 days after construction is started or for 30 days from the date **you** acquire the building or structure; or until **you** report the newly acquired property to **us**; whichever occurs first. This coverage does not extend beyond the end of the policy period.

You must pay any additional premium due from the date construction is started or the date **you** acquire the property.

We pay up to 25 percent of the **limit** shown on the **declarations** for Building Property but not exceeding \$250,000 for each building or structure.

- c. **Trees, Shrubs, and Plants -- We** pay up to \$1,000 for **your** outdoor trees, shrubs, and plants not held for sale. **We** only cover loss caused by aircraft, civil commotion, explosion, fire, lightning, or riot. This coverage is limited to \$250 on any one tree, shrub, or plant, including debris removal.

3. The following supplemental coverages apply only when a **limit** is shown on the **declarations** for Business Personal Property.

- a. **Condominium Units --** If the described premises is a condominium unit that **you** own, **we** cover the fixtures, improvements, and alterations within **your** unit.

We pay up to 10 percent of the **limit** shown on the **declarations** for Business Personal Property but not exceeding \$20,000 for each building or structure.

This is not an additional amount of coverage.

- b. **Extra Expenses -- We** pay up to \$1,000 for the necessary extra expenses that **you** incur in order to continue as nearly as practical **your** normal business following loss by a covered peril. This applies when the damage is to property in the described buildings or structures or in the open (or in vehicles) on or within 100 feet of the described premises.

We cover **your** extra expenses for the time it should reasonably take to resume **your** normal business, but not longer than the time it should reasonably take to rebuild, repair, or replace the property that has incurred the loss.

We do not cover the normal cost of repair, replacement, or restoration of property. **We** cover expenses in excess of normal that **you** necessarily incur to reduce loss, but only to the extent they reduce the loss under this coverage.

We do not cover the cost of research or other extra expense necessary to reproduce, replace, or restore lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media.

We cover expenses in excess of normal that **you** necessarily incur to reduce loss, but only to the extent that they reduce the loss under this coverage.

- c. **Personal Effects -- We** pay up to \$500, at each described premises, for personal effects owned by **you**, **your** officers, **your** partners, or **your** employees. This coverage is limited to \$100 on property owned by any one person.

- d. **Personal Property -- Acquired Locations -- We** cover **your** business personal property at locations that **you** acquire, other than fairs or exhibitions.

This coverage applies for 30 days from the date **you** acquire the location or until **you** report the acquired location to **us**, whichever occurs first. This coverage does not extend beyond the end of the policy period.

You must pay any additional premium due from that date **you** acquire the location.

We pay up to 10 percent of the **limit** shown on the **declarations** for Business Personal Property but not exceeding \$100,000 for each location.

- e. **Personal Property of Others -- We** pay up to \$2,500, at each described premises, for personal property of others in **your** care, custody, or control. This coverage is only for the benefit of the owners of the personal property.
- f. **Property in Transit -- We** pay up to \$1,000 for covered business personal property (other than property in the care, custody, or control of **your** salesperson) in transit more than 100 feet from the described premises in vehicles **you** own, lease, or operate.

We only cover direct physical loss caused by civil commotion; collision with another vehicle or

object, other than the road bed; explosion, fire; hail; lightning; overturn or upset of the vehicle; riot; vandalism; or windstorm.

This coverage also includes loss of an entire package, case, or bale from within a locked part of **your** vehicle caused by theft. Theft must be proven by visible marks of forced entry.

- g. **Valuable Papers and Records -- Research Cost -- We** pay up to \$1,000 for the cost of research or other expenses necessary to reproduce, replace, or restore lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice --** In case of a loss, **you** must:
 - a. give **us** or **our** agent prompt notice including a description of the property involved (**we** may request written notice);
 - b. give notice to the police when the act that causes the loss is a crime; and
 - c. give notice to the credit card company if the loss involves a credit card.
2. **Protect Property -- You** must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. **We** pay the reasonable costs incurred by **you** for necessary repairs or emergency measures performed solely to protect covered property from further damage by a covered peril if a covered peril has already caused a loss to covered property. However, **we** do not pay for such repairs or emergency measures performed on property which has not been damaged by a covered peril. This does not increase **our limit**.
3. **Proof of Loss -- You** must send **us**, within 60 days after **our** request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. **your** interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title or occupancy of the covered property during the policy period;
 - e. detailed estimates for repair or replacement of covered property;
 - f. available plans and specifications of buildings or structures;

- g. detailed estimates of any covered loss of income and expenses; and
 - h. an inventory of damaged and undamaged covered personal property showing in detail the quantity, description, cost, actual cash value, and amount of the loss. **You** must attach to the inventory copies of all bills, receipts, and related documents that substantiate the inventory. An inventory of undamaged personal property is not required if the total claim for a loss is less than \$10,000 and less than five percent of the total limit.
 4. **Examination Under Oath -- You** must submit to examination under oath in matters connected with the loss as often as **we** reasonably request and give **us** sworn statements of the answers. If more than one person is examined, **we** have the right to examine and receive statements separately and not in the presence of the others.
 5. **Records -- You** must produce records, including tax returns and bank microfilms of all cancelled checks, relating to value, loss, and expense and permit copies and extracts to be made of them as often as **we** reasonably request.
 6. **Damaged Property -- You** must exhibit the damaged and undamaged property as often as **we** reasonably request and allow **us** to inspect or take samples of the property.
 7. **Volunteer Payments -- You** must not, except at **your** own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
 8. **Abandonment -- We** do not have to accept any abandonment of property.
 9. **Cooperation -- You** must cooperate in performing all acts required by the Commercial Property Coverage.
- refrigerating, ventilating, cooking, dishwashing, or laundering; or outdoor equipment or furniture.
3. **Glass --** The value of glass is based on the cost of safety glazing material where required by code, ordinance, or law.
 4. **Merchandise Sold --** The value of merchandise that **you** have sold but not delivered is based on the selling price less all discounts and unincurred expenses.
 5. **Valuable Papers and Records --** The value of valuable papers and records, including those which exist on electronic or magnetic media (other than prepackaged software programs) is based on the cost of blank materials, and the labor to transcribe or copy the records when there is a duplicate.
 6. **Tenant's Improvements --** The value of tenant's improvements losses is based on the actual cash value if repaired or replaced at **your** expense within a reasonable time.

The value of tenant's improvements losses is based on a portion of **your** original cost if not repaired or replaced within a reasonable time. This portion is determined as follows:
 - a. Divide the number of days from the date of the loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
 - b. Multiply the figure determined in 6.a. above by the original cost.
If **your** lease contains a renewal option, the expiration of the lease in this procedure is replaced by the expiration of the renewal option period.

Tenant's improvements losses are not covered if repaired or replaced at another's expense.
7. **Pair or Set --** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
 8. **Loss to Parts --** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
 9. **Replacement Cost --** When replacement cost is shown on the **declarations** for covered property, the value is based on replacement cost without any deduction for depreciation.

This replacement cost provision does not apply to objects of art, rarity, or antiquity; property of others; or paragraphs 3. through 8. above.

VALUATION

1. **Actual Cash Value --** When replacement cost is not shown on the **declarations** for covered property, the value is based on the actual cash value at the time of the loss (with a deduction for depreciation), except as provided in paragraphs 2. through 9. below.
2. **Limited Replacement Cost --** When the **limit** for Building Property satisfies the coinsurance requirement, **we** pay up to \$2,500 to cover the cost to repair or replace **your** buildings or structures. This applies only when the total loss does not exceed \$2,500. This provision does not apply to awnings; canopies; floor coverings; appliances for

The replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose. The payment shall not exceed the amount **you** spend to repair or replace the damaged or destroyed property.

Except as provided under Limited Replacement Cost, replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced. **You** may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if **you** notify **us** of **your** intent within 180 days after the loss.

HOW MUCH WE PAY

1. **Insurable Interest -- We** do not cover more than **your** insurable interest in any property.
2. **Deductible -- We** pay only that part of **your** loss over the deductible amount stated on the **declarations** in any one occurrence. The deductible applies to the loss before application of any coinsurance or reporting provision.
3. **Loss Settlement Terms --** Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, **we** pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the **limit** that applies to covered property.
4. **Coinurance --** When a coinsurance percentage is shown on the **declarations**, **we** only pay a part of the loss if the **limit** is less than the value of the covered property at the time of the loss multiplied by the coinsurance percentage shown for it on the **declarations**. **Our** part of the loss is determined using the following steps:
 - a. Multiply the value of the covered property at the time of the loss by the coinsurance percentage;
 - b. Divide the **limit** for covered property by the figure determined in 4.a. above; and
 - c. Multiply the total amount of loss, after the application of any deductible, by the figure determined in 4.b. above.

The most **we** pay is the amount determined in 4.c. above or the **limit**, whichever is less. **We** do not pay any remaining part of the loss.

If there is more than one **limit** shown on the **declarations** for this Coverage Part, this procedure applies separately to each **limit**.

If there is only one **limit** shown on the **declarations** for this Coverage Part, this procedure applies to the

total of all covered property to which the **limit** applies.

Example -- Underinsurance

Value of covered property	\$100,000
Coinurance	80%
Limit	\$60,000
Loss	\$21,000
Deductible	\$1,000

Step a.: $\$100,000 \times 80\% = \$80,000$ (minimum **limit** needed to meet coinsurance requirements)

Step b.: $\$60,000 \div \$80,000 = .75$

Step c.: $\$21,000 - \$1,000 = \$20,000$
 $\$20,000 \times .75 = \$15,000$

We pay no more than \$15,000. **We** do not pay the remaining \$6,000.

Example -- Sufficient Insurance

Value of covered property	\$100,000
Coinurance	80%
Limit	\$80,000
Loss	\$21,000
Deductible	\$1,000

Step a.: $\$100,000 \times 80\% = \$80,000$ (minimum **limit** needed to meet coinsurance requirements)

Step b.: $\$80,000 \div \$80,000 = 1.00$

Step c.: $\$21,000 - \$1,000 = \$20,000$
 $\$20,000 \times 1.00 = \$20,000$

We pay no more than \$20,000 in excess of the deductible. No penalty applies.

Example -- Blanket Limit

Value of covered property	
Building at Location 1.	\$75,000
Building at Location 2.	\$75,000
Personal Property at Location 2.	\$50,000
Total Value of covered property	\$200,000
Coinurance	80%
Limit	\$128,000
Loss	
Building at Location 2.	\$20,000
Personal Property at Location 2.	\$11,000
Total Loss	\$31,000
Deductible	\$1,000

Step a.: $\$200,000 \times 80\% = \$160,000$ (minimum
limit needed to meet coinsurance
requirements)

Step b.: $\$128,000 \div \$160,000 = .80$

Step c.: $\$31,000 - \$1,000 = \$30,000$
 $\$30,000 \times .80 = \$24,000$

We pay no more than \$24,000. **We** do not pay the
remaining \$7,000.

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, **we** pay no more than the actual claim or loss sustained.
6. **Insurance Under More Than One Policy** -- **You** may have another policy subject to the same plan, **terms**, conditions, and provisions as this policy. If **you** do, **we** pay **our** share of the covered loss. **Our** share is the proportion that the applicable **limit** under this policy bears to the **limit** of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, **we** pay only for the amount of covered loss in excess of the amount due from that other policy, whether **you** can collect on it or not. But **we** do not pay more than the applicable **limit**.

LOSS PAYMENT

1. **Our Options** -- **We** may:

- pay the value of the loss;
- pay the cost of repairing or replacing the loss;
- rebuild, repair, or replace with property of equivalent kind and quality, to the extent practicable; or
- take all or any part of the damaged property at the agreed or appraised value.

We must give **you** notice of **our** intentions within 30 days after we have received a satisfactory proof of loss.

2. **Your Losses** -- **We** adjust all losses with **you**. Payment is made to **you** unless another loss payee is named in the policy. A covered loss is payable 30 days after a satisfactory proof of loss is received, and:
- the amount of the loss has been agreed to in writing;
 - an appraisal award has been filed with **us**; or
 - a final judgment has been entered.
3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:

- you** on behalf of the owner; or
- the owner.

If **we** pay the owner, **we** do not have to pay **you**. **We** may also choose to defend any suits arising from the owners at **our** expense.

OTHER CONDITIONS

In addition to the policy **terms** which are contained in other sections of the Commercial Property Coverage, the following conditions apply.

1. **Appraisal** -- If **you** and **we** do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each selects a competent, independent appraiser and notifies the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers then determine and state separately the amount of each loss.

The appraisers also determine the actual cash value of covered property items at the time of the loss, if requested.

A written agreement is binding on all parties. If the appraisers fail to agree within a reasonable time, they submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three is binding on all parties.

Each appraiser is paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire is paid equally by **you** and **us**.

If there is an appraisal, **we** retain **our** right to deny the claim.

2. **Mortgage Provisions** -- If a mortgagee (mortgage holder) is named in this policy, loss to Building Property shall be paid to the mortgagee and **you** as their interest appears. If more than one mortgagee is named, they shall be paid in order of precedence.

The insurance for the mortgagee continues in effect even when **your** insurance may be void because of **your** acts, neglect, or failure to comply with the coverage **terms**. The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify **us**.

If **we** cancel this policy, **we** notify the mortgagee at least 10 days before the effective date of cancellation if **we** cancel for **your** nonpayment of premium, or 30 days before the effective date of cancellation if **we** cancel for any other reason.

We may request payment of the premium from the mortgagee, if **you** fail to pay the premium.

If **we** pay the mortgagee for a loss where **your** insurance may be void, the mortgagee's right to collect that portion of the mortgage debt from **you** then belongs to **us**. This does not affect the mortgagee's right to collect the remainder of the mortgage debt from **you**. As an alternative, **we** may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

If **we** choose not to renew this policy, **we** give written notice to the mortgagee at least 10 days before the expiration date of this policy.

3. **Recoveries --** If **we** pay **you** for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
- a. **You** must notify **us** promptly if **you** recover property or receive payment.
 - b. **We** must notify **you** promptly if **we** recover property, or receive payment.
 - c. Any recovery expenses incurred by either are reimbursed first.

- d. **You** may keep the recovered property but **you** must refund to **us** the amount of the claim paid, or any lesser amount to which **we** agree.
- e. If the claim paid is less than the agreed loss due to a deductible or other limiting **term** of this policy any recovery is pro rated between **you** and **us** based on **our** respective interest in the loss.

4. **Vacancy -- Unoccupancy --** **We** do not pay for loss caused by attempted theft, breakage of building glass, sprinkler leakage (unless **you** have protected the system against freezing), theft, vandalism, or water damage occurring while the building or structure has been:

- a. vacant for more than 60 consecutive days; or
- b. unoccupied for more than
 - 1) 60 consecutive days; or
 - 2) the usual or incidental unoccupancy period for the described premises

whichever is longer.

The amount **we** pay for any loss that is not otherwise excluded is reduced by 15%.

Unoccupied means that the customary activities or operations of the described occupancy are suspended, but business personal property has not been removed. The building or structure shall be considered vacant and not unoccupied when the occupants have moved, leaving the building or structure empty or containing only limited business personal property. Buildings or structures under construction are not considered vacant or unoccupied.

7/25/2024 11:41 AM

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOISERIN CARTWRIGHT WEINSTEIN
Clerk of the Circuit Court
Lake County, IllinoisTravel Inns of America Inc. d/b/a Howard Johnson

Plaintiff(s)

vs.

Badger Mutual Insurance, a Property & Casualty Insurer

Defendant(s)

2024LA00000555

Gen No: _____

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (B)

Pursuant to Supreme Court Rule 222 (B), counsel for the above-named plaintiff certifies that plaintiff seeks money damages in excess of Fifty Thousand and 00/100 Dollars (\$50,000).

By

/s/ Ankur Shah

Attorneys for Plaintiff

Prepared by:

Name: Ankur Shah Pro Se ■Address: 3001 17th st.City: Metairie State: LAPhone: 504-684-5200 Zip Code: 70002ARDC #: 6295435Fax: 504-613-6351E-mail address: ashah@hstalaw.com

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ERIN CARTWRIGHT WEINSTEIN

Clerk of the Circuit Court

Lake County, Illinois

**JURY REQUEST (CIVIL)**

IN THE STATE OF ILLINOIS, CIRCUIT COURT

COUNTY: Lake*County Where You Are Filing the Case**Enter the case information as it appears on your other court documents.*PLAINTIFF/PETITIONER OR IN RE: Travel Inns of America Inc. et. al*Who started the case.**First, Middle, and Last Name, or Business Name*

2024LA00000555

Case Number

DEFENDANTS/RESPONDENTS: Bager Mutual Insurance, a Property &*Who the case was filed against.*Casualty Insurer*First, Middle, and Last Name, or Business Name*

In some cases you can choose between a trial with a judge and a jury (a jury trial), or a trial with a judge only (a bench trial). If you would like a jury trial, you **must** file this *Jury Request* form. If you want a trial with a judge only (bench trial), do **not** file this *Jury Request* form.

The deadline for filing a *Jury Request* is different depending on the type of case and your situation. If you are the plaintiff, usually you must file a *Jury Request* at the same time you file the case. If you are the defendant, usually you must file a *Jury Request* at the same time as your *Appearance*.

1. NAME & INFORMATION

In **B**, check one box. The Plaintiff/Petitioner is the person who started the case. The Defendant/ Respondent is the person or business who the case was filed against.

A. My name: _____

First, Middle, and Last Name

B. I am the:



Plaintiff/Petitioner



Defendant/Respondent

2. JURY REQUEST

Check only one box. You do not have a right to jury trial in every case.

I would like a trial with:

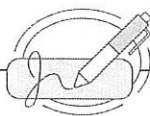


A judge and a 6-person jury



A judge and a 12-person jury

Case Number: _____

**SIGN**

Under Illinois Supreme Court Rule 137, your signature means that you:

1) read the document, 2) believe it is true and correct, and 3) are not filing it to cause delay or for another bad reason.

If you are filling out this form online, sign your name by typing it. If you are filling out this form by hand, sign and print your name.

Your Signature /s/ Ankur Shah Print Your Name Ankur ShahYour Address 3001 17th St. Metairie, LA 70002
Street, Apt. # City State Zip CodeYour Phone Number (504) 684-5200 Attorney Number (if any) 6295435Your Email (if you have one) ashah@hstalaw.comBe sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.**3. PROOF OF DELIVERY**Fill out the information below to show how you are sending this document to the other people in the case. If a person in the case has a lawyer, **you must send this document to their lawyer.****a. I am sending this document to:**Name: Bager Mutual Insurance
First Middle Last NameAddress: 1134 North 9th St. Milwaukee, WI 53233
Street, Apt. # City State Zip Code

Email Address: _____

By: ☒ Electronically to the email address in 3a:☐ By email (not through an EFSP).☐ Using an approved electronic filing service provider (EFSP).☒ I or the person I am sending the document to do not have an email address. I am sending the document by:☒ Mail or third-party carrier to the address in 3a, with postage or delivery charge prepaid.Location of mailbox or third-party carrier: Springfield IL
City State☐ Personal hand delivery at this address:

NOTE: You can only deliver to the party, party's family member over 13 at party's residence, party's lawyer, or party's lawyer's office

Address _____
Street, Apt. #, City, State, and Zip Code☐ Mail to the address in 3a, from a prison or jail: _____
Name of Prison or JailThis document will be sent on: Date: _____ Time: _____
Month, Day, Year Include AM or PM

Case Number: _____

b. ☐ I am not sending these documents to additional people.

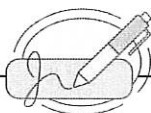
- OR -

☐ I am sending these documents to an additional person not listed in **3a**:Name: _____
First Middle Last NameAddress: _____
Street, Apt. # City State Zip Code

Email Address: _____

By: ☐ Electronically to the email address in **3b**:☐ By email (*not through an EFSP*).☐ Using an approved electronic filing service provider (EFSP).☐ I or the person I am sending the document to do not have an email address. I am sending the document by:☐ Mail or third-party carrier to the address in **3b**, with postage or delivery charge prepaid.Location of mailbox or third-party carrier: _____
City State☐ Personal hand delivery at this address:

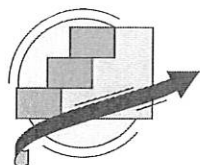
NOTE: You can only deliver to the party, party's family member over 13 at party's residence, party's lawyer, or party's lawyer's office

Address _____
Street, Apt. #, City, State, and Zip Code☐ Mail to the address in **3b**, from a prison or jail: _____
Name of Prison or JailThis document will be sent on: Date: _____ Time: _____
Month, Day, Year Include AM or PM☐ I am sending the document to more than 2 people and have completed an *Additional Proof of Delivery* form.**SIGN**Under 735 ILCS 5/1-109, your signature means that you:

1) certify that everything in this document is true and correct, and 2) understand that making a false statement on this form is perjury and has penalties provided by law.

If you are filling out this form online, sign your name by typing it. If you are filling out this form by hand, sign and print your name.

Your Signature /s/ Ankur Shah Print Your Name Ankur ShahYour Address 3001 17th St. Metairie, LA 70002
Street, Apt. # City State Zip CodeYour Phone Number (504) 684-5200 Attorney Number (if any) 6295435Your Email (if you have one) ashah@hstalaw.comBe sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.



WHAT'S NEXT

NEXT STEP FOR PERSON FILLING OUT THIS FORM:

After you fill out your forms, file them with the Circuit Clerk's office in the county where your case is taking place. Then, send your forms to the other people in the case. Find your Circuit Clerk: ilcourts.info/CircuitClerks.



Learn more about each step in the process and how to file in our Instructions:
ilcourts.info/appearance-instructions.

NEXT STEP FOR PERSON RECEIVING THIS DOCUMENT:

For more information about going to court including how to fill out and file forms, call or text **Illinois Court Help** at 833-411-1121 or go to ilcourthelp.gov.

If there are any words or terms that you do not understand, please **visit Illinois Legal Aid Online** at ilao.info/glossary. You may also find more information, resources, and the location of your local legal self-help center at: ilao.info/lshc-directory.